Remarks

Applicant has reviewed the Office Action dated as mailed November 25, 2008 and the documents cited therewith. Claims 1 and 4-65 are pending. Claims 1 and 4-6 have been amended herein.

Claim Rejections under 35 U.S.C. §102

Claims 1, 4-14, 18-31, 35-47 and 51-65 were rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent Number 7,319,986 by Praisner et al. (hereinafter "Praisner"). This rejection is respectfully traversed. In order for a claim to be anticipated, the cited reference must teach every element of the claim. MPEP 2131. All of Applicant's claims, either directly, or through dependency, have recitations that cannot be found in Praisner. For example, claim 1, as amended, recites:

> "a purchase order management module operable on a processor to electronically receive purchase order information from a buyer and to store and track information associated with each purchase order;
> an invoice and trade document management module to electronically store, aggregate and manage invoices and trade document information related to each purchase order and required for presentment and reconciliation of each purchase order;
> a database associated with the purchase order management module to store and track information associated with each purchase order; and
> a payment construction module to create a payable instrument in response to the purchase order information, wherein the payable instrument comprises an instrument that is payable upon fulfillment of payment conditions."

In rejecting claim 1, item 122 of Figure 1 and Figure 8D of Praisner was cited. The Examiner stated that item 122 of Figure 1 "depicts reconciliation." However, item 122 of Figure 1 of Praisner only represents subsystems that reconcile approved purchase requests with processed transaction information and then reports transactions to clients. There is absolutely no disclosure of an invoice and trade document management module, as recited in claim 1. Indeed, there is no disclosure of any module that stores, aggregates and manages invoices and trade document information that is related to each purchase order and required for presentment and reconciliation of each purchase order, as recited in

claim 1 above. In addition, the Office stated that Figure 8D "depicts invoices." However, Figure 8D of Praisner merely teaches that item invoice data is entered and reviewed and if the items have been received, then the purchase order is closed. There is no disclosure in Figure 1 or Figure 8D of any invoice and trade document information related to the purchase order that is required for presentment of the purchase order.

In the Final Office Action, the Office stated that "in fig. 1, the purchase management system discloses managing invoices for each purchase order, which is sufficient to meet the claims." However, Applicant submits that Figure 1 of Praisner does not meet each and every element of claim 1. For example, there is absolutely no disclosure in Figure 1 of Praisner of a module that aggregates invoices. Further, there is no disclosure in Figure 1 of invoices *required for presentment* of each purchase order.

Additionally, claim 1 recites "a database associated with the purchase order management module to store and track information associated with each purchase order." In rejecting claim 1, block 120 of Figure 1 of Praisner was cited. Applicants submit that block 120 of Figure 1 of Praisner merely shows a dynamic purchase processing block and does not disclose a database. The description of the dynamic purchase processing block 120 can be found at column 14 line 65 – column 15, line 3 of Praisner, which states:

> "The dynamic purchase processing block 120 represents subsystems that handle purchase requests utilizing dynamic payment cards. This block communicates with the dynamic payment card processing system 130 and provides purchase order information to the transaction reconciliation and reporting block 122."

Accordingly the dynamic purchasing processing block handles the payment of purchase requests using dynamic payment cards by communicating with the dynamic payment card processing system. Nowhere does Praisner disclose that the dynamic purchase processing block is a database associated with the purchase orders. In Praisner, no database is even needed because the dynamic purchase processing handles the processing of only one purchase request at a time.

Also, as stated above, claim 1 recites "a payment construction module to create a payable instrument in response to the purchase order information." In rejecting this

feature, Figure 1 of Praisner was again cited. On page 3 of the Final Office Action, the Office stated "Figure 1 depicts payment creation," and on page 9 of the Final Office Action, the Office stated "fig. 1, 130 depicts dynamic payment card processing system, which a payable instrument is created through the card transaction." Column 16, lines 15-40 of Praisner discusses element 130 (i.e. a dynamic payment card processing system 130) of Figure 1 of Praisner:

> "The dynamic payment card processing system 130 includes approval parameters database block 132 and transaction processing block 134. The approval parameters database block 132 represents subsystems that store approval parameters that are sent from the dynamic purchase processing block 120. These approval parameters, for example, are stored and/or managed with respect to each specific purchase request and are, therefore, dynamic with respect to initiated transactions. Thus, when a user initiates a transaction, vendor systems 140 communicate with the transaction processing block 134. If the transaction falls outside of the approval parameters, the transaction processing block 134 rejects the transaction and notifies the vendor systems 140 of this rejection. If the transaction falls within the approval parameters, the transaction processing block 134 approves the transactions and notifies the vendor systems 140 of this approval. The transaction block 134 then sends transaction details to the transaction reconciliation and reporting block 122. It is noted that the dynamic payment card processing system may be similar to existing credit card transaction systems, such as the VisaNet credit card processing network, with the additional ability to dynamically store or manage a set of approval parameters per approved purchase requests. As indicated above, traditional purchasing card processing only stores a single, static set of limitations for any given purchasing card."

Accordingly, the dynamic payment card processing system 130 of Figure 1 of Praisner merely relates to the approval parameters block 132, which stores approval parameters of initiated transactions, and the transaction block 134, which sends transaction details to the reconciliation and reporting block 122 if the transaction meets the approval parameters. However, Figure 1 of Praisner does not disclose any module that *creates* a payable instrument, where the payable instrument is an instrument that is payable upon fulfillment of payment conditions. In fact, there is no mention whatsoever in Figure 1 of Praisner of any *payable instrument*. Thus, Applicants submit that there is no teaching, disclosure or suggestion of a payment construction module to create a payable instrument in response

to the purchase order information, where the payable instrument is an instrument that is payable upon fulfillment of payment conditions. For all of the foregoing reasons, Applicants respectfully submit that claim 1 is patentable over Praisner and reconsideration and withdrawal of the Section 102 rejection of claim 1 is respectfully requested.

Regarding the rejection of claims 4-20 under 35 U.S.C. § 102 as being anticipated by Praisner, these claims recite additional features which further patentably distinguish over Praisner. For example, claim 4, as amended, recites:

> "the payment construction module is adapted to
> sort approved purchase orders by a predefined criteria."

In rejecting claim 4, block 806 of Figure 8A of Praisner was cited. Figure 8C of Praisner illustrates the order management block 806 and merely discloses that a purchase order (PO) is processed by approving the PO, attaching a PO number to the PO, and reviewing the PO and fulfilling the PO. There is no disclosure at all in Praisner of a payment construction module that sorts purchase orders by a predefined criteria, as recited in claim 4. In the Final Office Action, the Office stated "fig. 6A depicts sorting orders by whether they were accepted or declined, which is a predefined criteria." However, Figure 6A of Praisner only discloses accepting or declining payment. Nonetheless, Applicants have amended claim 4 to recite that the purchase orders that are sorted are approved purchase orders. Praisner does not disclose a payment construction module is adapted to *sort approved purchase orders according to predefined criteria*, as recited in amended claim 4.

With regard to claim 5, claim 5 recites "a set of rules to control creation of each payable instrument." As stated above with respect with claim 1, there is no disclosure in Praisner of a payable instrument and thus, Praisner cannot teach the features of claim 5. In the Final Office Action, the Office stated that "Applicant argues there is no discloser [sic] in Praisner of a payable instrument." However, Applicants argument states that there is no disclosure in Praisner of a set of rules *to control <u>creation</u> of each payable instrument*. There is absolutely no disclosure in Praisner of a set of rules which will

control creation of a payable instrument. In fact, Praisner does not even discuss *creating* a

payable instrument.

> With regard to claim 6, claim 6 has been amended to recite:

> > "the payment construction module is adapted to support
> > settlement under at least one of a binary condition, a
> > qualified condition and a documentary condition, wherein
> > settlement relates to payment from the buyer upon
> > fulfilling payment conditions set by the buyer."

In rejecting this claim, Figure 10A and column 23 lines 49 – column 23, line 8 of Praisner

were cited and the Office Action simply stated "discuss settlement." Applicants submit

that these sections of Praisner do not disclose the above-identified features of claim 6.

Column 23 lines 49 – column 23, line 8 of Praisner recites (emphasis added):

> "Under existing card processing procedures, such as those used by
> TSYS, the bank 502 typically receives two kinds of transaction
> data files. . . . The second transaction data file is sent by TSYS
> monthly and contains settlement information for preparing billing
> statements. As shown in FIG. 10A, these two files can be sent to
> the PM application 100, for example, through the DEF generator
> 1014 and the secure proxy 1004. The nightly DEF file can be used
> for reconciliation activities and for the dynamic management of
> card control settings, as discussed above. <u>The monthly settlement
> data can be used to complete reconciliation of payment card
> account information, for example, for latent activities such as
> credits refunded by merchants</u>."

Accordingly, Praisner only discloses settlement information for billing statements where

the settlement information relates to settling the balance of payment card accounts. There

is absolutely no disclosure in Praisner of settlement, as taught by the claimed invention.

Further, there is simply no disclosure in Praisner that settlement occurs under at least one

of a binary condition, a qualified condition and a documentary condition, as recited in

claim 6. In the Final Office Action, the Office stated that "fig. 6A . . . depicts a binary

condition where the settlement is either accepted to declined." Applicants respectfully

submit that Figure 6A has nothing to do with "settlement," as defined by claim 6, but

instead only relates to accepting or declining payments after performing a credit check.

As indicated in claim 6, "settlement" relates to payment from the buyer upon fulfilling

payment conditions set by the buyer. In Figure 6A, there is no discussion of payment from the buyer upon fulfilling payment conditions set by the buyer.

With regard to claim 7, claim 7 recites "the payable instrument comprises at least one of a documentary credit instrument and an open account payment instrument." In rejecting claim 7, column 12, lines 13-24 of Praisner was cited. Column 12, lines 13-24 of Praisner merely discloses store value cards which are used as "bulk credit instruments." However, these value cards are not "documentary credit instruments." Praisner does not disclose documentary credit instruments or open account payment instruments. Thus, there is no disclosure in Praisner of a payable instrument that comprises at least one of a documentary credit instrument and an open account payment instrument, as recited in claim 7.

Turning to the rejection of claim 10, claim 10 recites "an agreement management module to warehouse, adjudicate and provide status reporting on payment conditions related to each purchase order." In rejecting this claim, Figure 8B and column 34, line 66 through column 35, line 21 were cited.   Column 34, line 66 through column 35 line 21 states:

> "In block 812, purchase requests by the Requester can be created. These requests can be saved in block 810, and the status for these purchase requests can be tracked as indicated by the Track Request Status line 820. Once the request is submitted, it is shown in block 822 that notification, such as through an e-mail notification or through another desired notification mechanism, of the purchase request can be sent to an Approver should approval be required by the rules and policies set up through the spending controls activities 802. In block 824, the purchase requests are reviewed. If rejected, flow proceeds to block 814 where notification can be sent back to the Requester that the request has been rejected. In block 816, the Requester can review the request and the rejection. If desired, the request can be edited and resubmitted. This modified request can also be saved in block 810. Alternatively the request can be canceled and subsequently deleted in block 818. If the purchase/request is approved in block 824, flow can proceed to block 826 where it can be determined whether additional approval is required. If the answer is "YES," flow can proceed to an additional approval cycle as indicated in FIG. 8B. If the answer is "NO," flow can continue to order management activities 806 as represented by element 828."

Accordingly, Praisner merely discusses that purchasing requests can be reviewed and either approved or rejected. If the purchase request is approved, further approval may be required, but if no further approval is required, then flow can continue to order management activities. There is no mention of payment conditions – only approval of purchase requests. Further, Applicants respectfully submit that there is no disclosure, teaching, or suggestion of an agreement management module to "warehouse, adjudicate and provide status reporting on payment conditions related to each purchase order," as recited in claim 10. Applicants respectfully submit that the Office has not indicated a module to warehouse or adjudicate each purchase order. The Office indicated that the approval process of Figure 8B of Praisner meets the claimed feature of providing status reporting on payment conditions. Applicant respectfully disagrees. The approval process of Figure 8B of Praisner does not provide any status reporting whatsoever.

With regard to claim 11, claim 11 is dependent of claim 10 and further recites "the agreement management module is adapted to adjudicate payment conditions by tracking whether any payment conditions have been discharged." Column 4, line 49 through column 5 was cited and states:

> "In more detailed respects, the method may include a card processor that stores the payment card control settings. The method may further include generating a set of approval parameters for the approved purchase request and comparing the approval parameters with the control settings to determine what adjustments to make so that the purchase may be made with the payment card. In addition, the control settings may correspond to the approval parameters. The method may also include the card processor acting to compare parameters of an attempted purchase transaction with the control settings and to authorize the purchase transaction if the parameters are allowed by the control settings, and a vendor may communicate the parameters of the attempted purchase transaction to the card processor for authorization. Still further, the reviewing step of the method may include a purchasing management system sending a request to the card processor for information representing the control settings for the payment card and the card processor sending back to the purchasing management system the requested card control setting information. And the adjusting step may include the purchasing management system sending to the card processor desired adjustments to the card control settings and the card processor modifying the stored card settings based upon the desired adjustments."

Accordingly, Praisner only discloses that a set of approval parameters may be compared with payment card control settings to determine what adjustments to make so that the purchase may be made with the payment card. There is no discussion in Praisner of tracking anything and there is no discussion of payment conditions being discharged where payment conditions are conditions required to be met before *payment* is required. Thus, Applicant respectfully submits that there is no disclosure, teaching, or suggestion in Praisner that the agreement management module is adapted to adjudicate payment conditions by tracking whether any payment conditions have been discharged, as recited in claim 11. On page 11 of the Final Office Action, the Office pointed to Figure 9B as "meeting payment requirements." However, Figure 9B of Praisner only discusses the interactions required to approve a transaction. There is no disclosure of payment conditions being discharged or tracking any payment conditions.

With respect to claim 14, claim 14 recites "a collaboration and workflow module to support and manage workflow between the other modules and between the buyer and a seller." In rejecting this claim, block 102 of Figure 1 of Praisner was cited. However, this cited element in Praisner is only a computer network, which is clearly not a "module" and the computer network does not "manage" workflow. The computer network is only a medium to allow transmission on data. There is no discussion in Praisner of the specific claimed feature of a collaboration and workflow <u>module</u> to support and manage workflow between the other modules and between the buyer and a seller, as recited in claim 14.

Additionally, claims 4-14 and 18-19 depend either directly or indirectly from independent claim 1. Because of this dependency, claims 2-14 and 18-19 include all of the features of independent claim 1. Therefore, claims 2-14 and 18-19 are also submitted to be patentably distinguishable over Praisner, and reconsideration and withdrawal of the Section 102 rejection of these claims is respectfully requested.

Turning to the rejection of independent claim 21 under 35 U.S.C. § 102 as being anticipated by Praisner, claim 21 recites features similar to amended claim 1, claim 10 and claim 14. Accordingly, claim 21 is respectfully submitted to be patentable over Praisner for the same reasons as discussed with respect to claims 1, 10 and 14.

Reconsideration and withdrawal of the section 102 rejection of claim 21 is respectfully solicited.

Regarding the rejection of claims 22-31 and 35-36 under 35 U.S.C. § 102 as being anticipated by Praisner, these claims recite additional features which further patentably distinguish over Praisner. Additionally, claims 22-31 and 35-36 depend either directly or indirectly from independent claim 21. Because of this dependency, claims 22-31 and 35-36 include all of the features of independent claim 21. Therefore, claims 22-31 and 35-36 are also submitted to be patentably distinguishable over Praisner, and reconsideration and withdrawal of the Section 102 rejection of these claims is respectfully requested.

Turning to the rejection of claim 37 under 35 U.S.C. § 102 as being anticipated by Praisner, claim 37 recites:

> "creating a payable instrument in an electronic format in response to purchase order information;
> adjudicating any payment conditions; and
> settling the payable instrument in response to adjudicating any payment conditions."

In rejecting claim 37, the Office Action simply referred to the rejection of claim 1. However, no where does the Office Action specifically address all of the claimed features. For example, no where does the Office Action consider the claimed feature: "creating a payable instrument in an electronic format in response to purchase order information." There is simply no discussion at all in Praisner of creating a payable instrument. Additionally, there is no disclosure in Praisner of "adjudicating any payment conditions," or "settling the payable instrument in response to adjudicating any payment conditions," as recited in claim 37. Therefore, Applicants respectfully submit that claim 37 is patentable over the Praisner and reconsideration and withdrawal of the Section 102 rejection of these claims is respectfully requested.

Regarding the rejection of claims 38-47 and 51 under 35 U.S.C. § 102 as being anticipated by Praisner, these claims recite additional features which further patentably distinguish over Praisner. Additionally, claims 38-47 and 51 depend either directly or indirectly from independent claim 37. Because of this dependency, claims 38-47 and 51 include all of the features of independent claim 37. Therefore, claims 38-47 and 51 are

also submitted to be patentably distinguishable over Praisner, and reconsideration and withdrawal of the Section 102 rejection of these claims is respectfully requested.

Turning to the rejection of claim 52 under 35 U.S.C. § 102 as being anticipated by Praisner, claim 52 recites:

> "receiving purchase order information from a buyer electronically;
> creating an accounts payable instrument in response to receiving the purchase order information, wherein the accounts payable instrument is created according to rules or conditions established and maintained by the buyer;
> receiving an invoice or trade documents from a seller;
> adjudicating any payment conditions;
> resolving any discrepancies between a payment condition set by the buyer and discharge information presented by the seller; and
> settling the accounts payable instrument in response to resolving any discrepancies."

In rejecting claim 52, the Office Action merely referred to the rejection of claim 1. However, no where does the Office Action specifically address all of the claimed features. For example, no where does the Office Action consider the claimed feature: "creating an accounts payable instrument in response to receiving the purchase order information, wherein the accounts payable instrument is created according to rules or conditions established and maintained by the buyer," "receiving an invoice or trade documents from a seller," "adjudicating any payment conditions," "resolving any discrepancies between a payment condition set by the buyer and discharge information presented by the seller," or "settling the accounts payable instrument in response to resolving any discrepancies." These specific claimed features cannot be found anywhere in Praisner and thus, claim 52 is submitted to be patentably distinguishable over Praisner, and reconsideration and withdrawal of the Section 102 rejection of claim 52 is respectfully requested.

Regarding the rejection of claims 53-58 under 35 U.S.C. § 102 as being anticipated by Praisner, these claims recite additional features which further patentably distinguish over Praisner. Additionally, claims 53-58 depend either directly or indirectly from independent claim 52. Because of this dependency, claims 53-58 include all of the

features of independent claim 52. Therefore, claims 53-58 are also submitted to be patentably distinguishable over Praisner, and reconsideration and withdrawal of the Section 102 rejection of these claims is respectfully requested.

With respect to the rejection of independent claim 59 under 35 U.S.C. § 102 as being anticipated by Praisner, claim 59 recites features similar to independent claim 37. For the same reasons that claim 37 is submitted to be patentably distinct over Praisner, as discussed above, claim 59 is also submitted to be patentably distinguishable over Praisner, and reconsideration and withdrawal of the Section 102 rejection of claim 59 is respectfully requested.

Regarding the rejection of claims 60-65 under 35 U.S.C. § 102 as being anticipated by Praisner, these claims recite additional features which further patentably distinguish over Praisner. Additionally, claims 60-65 depend either directly or indirectly from independent claim 59. Because of this dependency, claims 60-65 include all of the features of independent claim 59. Therefore, claims 60-65 are also submitted to be patentably distinguishable over Praisner, and reconsideration and withdrawal of the Section 102 rejection of these claims is respectfully requested.

Claim Rejections under 35 U.S.C. §103

Claims 15-17, 32-34 and 48-50 were rejected under 35 U.S.C. § 103(a) as being obvious over Praisner in view of U.S. Patent Number 7,194,431 by Land et al (hereinafter "Land"). This rejection is respectfully traversed. Claims 15-17 depend from independent claim 1; claims 32-34 depend from independent claim 21; and claims 48-50 depend from independent claim 37. Because of these dependencies, claims 15-17, 32-34 and 48-50 include all of the features of the referenced independent claims. Applicant respectfully submits that Land adds nothing to the teachings of Praisner so as to render independent claims 1, 21 and 37 unpatentable. For all the reasons discussed above, Applicant respectfully submits that claims 15-17, 32-34 and 48-50 are patentably distinguishable over Praisner and Land, whether considered individually or combined, and reconsideration and withdrawal of the 35 U.S.C. §103 rejections of claims 15-17, 32-34 and 48-50 is respectfully requested.

Conclusion

For the foregoing reasons, the Applicant respectfully submits that all of the claims in the present application are in condition for allowance. Reconsideration and withdrawal of the rejections and allowance of the claims at the earliest possible date are respectfully requested.

If the Examiner has any questions about the present Amendment or anticipates finally rejecting any claim of the present application, a telephone interview is requested.

If necessary, please charge any additional fees or credit overpayment to Deposit Account No. 13-4365.
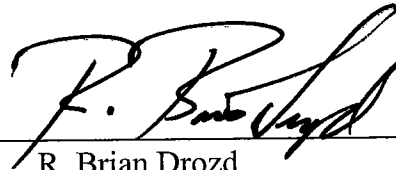
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